in accord with that sense of justice and fair dealing which we ordinarily attribute to "the man in the street." The court says that if Miss Nolan had any interest in the piano it must be by virtue of the agreement alone, and inasmuch as she had repudiated the agreement by the fraudulent sale, she had at the date of the sale no interest in the piano which she could transfer to the defendant. This case is differentiated from *Belsize Motor Supply Co.* v. *Cox,* (1914), 1 K. B. 244 and *Donald* v. *Suckling,* (1866), L. R. 1 Q. B. 585, as in these cases the act of the conditional vendee was an injustifiable repledge of the chattel while in the instant case the act was a conversion and fraudulent sale. The result of the decision is, however, that the plaintiff receives about one-third more than the value of his chattel and this at the expense of an innocent vendee of the wrong doer, with the sorry consolation for the defendant that she has a right of action against the absconder. If the verdict of the lower court had been sustained, namely, that "the measure of damages was * * * the amount of the hire-purchase money remaining unpaid" the plaintiff would have received full compensation for what he had lost and the innocent defendant would not have been punished for the fraudulent act of her vendor. This conclusion is justified by the argument of the Ohio court in an analogous case: "The wrong doer * * * [is] estopped from setting up any claim by virtue of the wrong that he has done." 'Against the innocent purchaser from the [wrong doer] the original owner still has "title" to his [property].' But by virtue of what does he now have "title" to the [wrong doer's interest in the property].' "The estopped, so to call it, being created by fraud of wrong, exists only against the one guilty of that fraud or wrong, which the purchaser is not." *Railway Co.* v. *Hutchins,* (1877), 32 Oh. St. 584. Nevertheless the weight of authority is against the Ohio court (Cf. *Bowles Wooden Ware Co.* v. *United States,* (1882), 106 W. S. 432), and possibly the analogy between the cases may be called in question, so our instant case is still law whatever may be said as to its justice.

HUSBAND AND WIFE—CONVEYANCE TO THEM CREATING TENANCY IN COMMON.—By devise land came to "J. W. and to her husband, A. W., and to their heirs and assigns, as tenants in common, to have share and share alike." After death of J. W., her husband having predeceased her, her heirs instituted suit for partition, and a child of A. W. by a former marriage intervened claiming that as to one-half of the land the heirs of A. W. were entitled. *Held,* the devisees took as tenants in common and not as tenants by entireties. *Godman* v. *Greer,* (Del., Orphan's Court, 1918) 105 Atl. 380.

The court seemed to find a great deal of difficulty in arriving at a conclusion the soundness of which cannot admit of much question. Even without the Married Women's Acts a conveyance to parties then husband and wife did not inevitably create a tenancy by entireties. 1 *Preston on Estates,* 132; 2 Blackstone Comm. *182 (Sharswood's Note).—If Preston's view lacked the support of decisions squarely in point, at least there were none opposed thereto. As pointed out in his book, husband and wife were not so much *one* that they could not during the marriage relation own land as tenants in common. In this country there were a few decisions in which,

stressing the oneness of husband and wife too much, it was held no words in a conveyance to husband and wife could prevent them taking as tenants by entireties. *Dias* v. *Glover,* 1 Hoff. Ch. 71 (but see, *contra, Hicks* v. *Cochran,* 4 Edw. Ch. 107); *Stuckey* v. *Keefe,* 26 Pa. St. 397. On the contrary there were not lacking judicial declarations in accord with Preston's view. *McDermott* v. *French,* 15 N. J. Eq. 78; *Hoffman* v. *Stigers,* 28 Iowa 302, 310; *Brown* v. *Brown,* 133 Ind. 476. Since the Married Women's Acts there cannot be any question left. Even in Pennsylvania it is now held that a conveyance to husband and wife may create a tenancy in common. *Blease* v. *Anderson,* 241 Pa. St. 198.

INTERNATIONAL LAW—DIPLOMATIC PRIVILEGE—WAIVER WITH LEAVE OF SOVEREIGN.—Francisco Suarez died intestate in England in 1797 possessed of considerable property. Plaintiff and defendant each claimed to be one of the next-of-kin and entitled to share in the intestate's personality. In 1900 defendant obtained letters of administration and appointed plaintiff his attorney to collect moneys due to the estate abroad. In 1914 plaintiff issued an originating summons asking for an account and for the administration of the personal estate by the Court. Service of summons was accepted by defendant's solicitors and an appearance entered in due course. The first hearing was adjourned to enable counsel to ascertain whether defendant intended to claim privilege as Minister for Bolivia. Counsel informed the Court presently that defendant waived his diplomatic privilege. Later defendant's counsel wrote plaintiff's counsel that waiver of privilege had been authorized by the President of Bolivia. The order for administration was made. Plaintiff appealed from the order, defendant gave notice of a cross-contention, and the order was varied to give effect to the contentions of both parties. The accounts showed large sums due from defendant. Two sums were lodged in Court, one in pursuance to an order and the other voluntarily. Defendant also submitted to be surcharged with a large sum to be paid in instalments. He defaulted on the first instalment, and was personally served with an order to attend before the Master for examination as to his means. A supplemental order was made that defendant pay the entire amount into Court. The next day he left the country. Plaintiff took out a summons for leave to proceed to execution and to issue a writ of sequestration against the property of defendant. The application was refused on the ground of defendant's diplomatic privilege. The summons was permitted to stand over, however, with liberty to restore in the event of defendant ceasing to hold diplomatic office. Four months later the British Foreign Office informed plaintiff's counsel that defendant's appointment as Minister had been terminated. Plaintiff restored his summons, his application was granted, and defendant appealed. It was argued for defendant that the Diplomatic Privileges Act of 1708 made writ and process utterly null and void, and that a waiver of privilege, even with the sovereign's consent, could not confer a jurisdiction which did not exist. *Held,* that the order for the issue of the writ of sequestration was properly made. *In re Suarez* (1907), 87 L. J. Ch. 173.